



SCHOLASTIC LIMITED

STANDARD TERMS OF PURCHASE FOR GOODS AND/OR SERVICES

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date: has the meaning given in clause 2.3 and shall be as specified in the Purchase Order.

Conditions: these Scholastic Limited Standard Terms of Purchase for Goods and/or Services, as amended from time to time in accordance with clause 17.9.

Contract: the contract between Scholastic and the Supplier for the supply of Goods and/or Services or Goods and Services which is made up of these Conditions, the Mandatory Policies and the Purchase Order.

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be interpreted accordingly.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: the date specified for delivery of the Goods, as specified in the Purchase Order or as otherwise agreed between the parties in writing.

Delivery Location: the location at which the Supplier shall deliver the Goods, as set out in the Purchase Order.

Goods: the goods (or any part of them) as set out in the Purchase Order.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Mandatory Policies: Scholastic's business policies and codes as notified to the Supplier by Scholastic from time to time (including any amended or modified versions), including but not limited to Scholastic's Supplier Code of Conduct Policy found at <https://www.scholastic.co.uk/supplier-code>, Environmental Paper Procurement Policy, Modern Slavery and Human Trafficking Statement.

Purchase Order: the document issued by Scholastic to the Supplier that sets out the key commercial terms for the supply of Goods and/or Services from the Supplier to Scholastic. For the avoidance of doubt, the Purchase Order forms part of the Contract.

Request for Quotation: Scholastic's request for the Supplier to provide a quotation for the supply of Goods and/or Services, made either in writing, over the telephone or however else communicated by Scholastic to the Supplier.

Scholastic: Scholastic Limited incorporated and registered in England and Wales with company number 00701339 whose registered office is at Bosworth Avenue, Warwick, Warwickshire, CV34 6UQ.

Scholastic Materials: has the meaning set out in clause 5.3(i).

Services: the Services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Purchase Order.

Service Start Date: the date on which the Supplier shall commence performance of the Services, which shall be the Commencement Date unless otherwise specified in the Purchase Order.

Specification: any description and/or specification for the Goods and/or Services, including but not limited to environmental standards, product standards, any related plans and drawings, as set out in the Purchase Order.

Supplier: the person or firm stated on the Purchase Order from whom Scholastic purchases the Goods and/or Services.

Supplier Materials: all materials, equipment, documents and other property of the Supplier which the Supplier uses in order to deliver the Goods and/or provide the Services.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes email.
- (f) In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

2. BASIS OF CONTRACT

- 2.1 From time to time, Scholastic may submit a Request for Quotation to the Supplier with a view to purchasing certain Goods and/or Services subject to these Conditions.
- 2.2 The Supplier shall provide a quotation to Scholastic in response to Scholastic's Request for Quotation for the provision of the Goods and/or Services in accordance with the details provided by Scholastic in the Request for Quotation.
- 2.3 Scholastic may accept the Supplier's quotation by issuing a Purchase Order to the Supplier in response to that quotation, at which point, and on which date, the Contract shall come into existence between the parties (**Commencement Date**).
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
 - (a) correspond with their description and any applicable Specification;
 - (b) be:
 - (i) of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and Scholastic shall, at its discretion, determine whether the Goods are of satisfactory quality; and
 - (ii) fit for any purpose held out by the Supplier or made known to the Supplier by Scholastic, expressly or by implication, and in this respect Scholastic relies on the Supplier's skill and judgement;
 - (c) where they are manufactured products, be free from defects in design, materials and workmanship and, unless another warranty period is specified in the Purchase Order or any Specification or is otherwise agreed between the parties in writing, remain so for twelve (12) months after delivery; and
 - (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods including but not limited to those that may be set out in the Purchase Order, any Specification and/or otherwise agreed between the parties in writing.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 Scholastic may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 3.4 If following such inspection or testing Scholastic considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1,

Scholastic shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 3.5** Scholastic may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

- 4.1** The Supplier shall ensure that:

- (a) the Goods are packed and presented according to any packing and delivery instructions provided by Scholastic in writing or, in the absence of any such instructions, the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the Harmonised System Codes and Country of Origin Codes of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) it states clearly on the delivery note any requirement for Scholastic to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

- 4.2** The Supplier shall deliver the Goods in full and on time:

- (a) on or by the Delivery Date (as applicable);
- (b) to the Delivery Location or such other location as is agreed in writing between the parties; and
- (c) during Business Hours or as otherwise instructed by Scholastic.

- 4.3** The time for delivery of the Goods shall be of the essence for the purposes of the Contract.

- 4.4** Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

- 4.5** If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, Scholastic may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered,

Scholastic may, at its sole discretion, either accept the Goods, reject the Goods or (in the case of an over-delivery of Goods) reject the excess Goods. Any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Scholastic accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.6** The Supplier shall not deliver the Goods in instalments without Scholastic's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Scholastic to the remedies set out in clause 6.1.

- 4.7** Scholastic shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery.

- 4.8** If any Goods delivered to Scholastic do not comply with clause 3.1 on delivery, or are otherwise not in conformity with the terms of the Contract, then, without limiting any other right or remedy that Scholastic may have (including but not limited to those in clause 6.2), Scholastic may reject those Goods and:

- (a) require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense within ten (10) Business Days of being requested to do so; or
- (b) require the Supplier to repay the price of the rejected Goods in full (whether or not Scholastic has previously required the Supplier to repair or replace the rejected Goods); and
- (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Goods that do not conform with the terms of the Contract.

- 4.9** Scholastic's rights and remedies under clause 4.8 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this agreement by the Sale of Goods Act 1979.

- 4.10** These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

- 4.11** If the Supplier fails to promptly repair or replace rejected Goods in accordance with clause 4.8(a), Scholastic may, without affecting its rights under clause 4.8(c), obtain substitute goods from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall reimburse Scholastic for the costs it incurs in doing so.

- 4.12** Title and risk in the Goods shall pass to Scholastic on completion of delivery.

5. SUPPLY OF SERVICES

- 5.1** The Supplier shall from the Service Start Date and for the duration of the Contract supply the Services to Scholastic in accordance with the terms of the Contract.

- 5.2** The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that Scholastic notifies to the Supplier and time is of the essence in relation to any of those performance dates.

- 5.3** In providing the Services, the Supplier represents, warrants and undertakes to:
- (a) co-operate with Scholastic in all matters relating to the Services, and comply with all instructions of Scholastic;
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - (d) ensure that the Services and any Deliverables will conform with all descriptions, standards and specifications set out in the Purchase Order, and that the Deliverables shall be fit for any purpose that Scholastic expressly or impliedly makes known to the Supplier;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use good quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Scholastic, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Scholastic's premises;
 - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Scholastic to the Supplier (**Scholastic Materials**) in safe custody at its own risk, maintain the Scholastic Materials in good condition until returned to Scholastic, and not dispose of or use the Scholastic Materials other than in accordance with Scholastic's written instructions or authorisation;
 - (j) not do or omit to do anything which may cause Scholastic to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Scholastic may rely or act on the Services; and
 - (k) comply with any additional obligations as set out in any Specification and/or the Purchase Order.

6. SCHOLASTIC REMEDIES

- 6.1** If the Supplier fails to deliver the Goods by the applicable Delivery Date and/or perform the Services by the applicable date, Scholastic shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by Scholastic in obtaining substitute Goods and/or Services from a third party;
- (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by Scholastic which are in any way attributable to the Supplier's failure to meet such dates.

- 6.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Scholastic shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Scholastic in obtaining substitute goods from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by Scholastic arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.3** If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, Scholastic shall have one or more of the following rights and remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by Scholastic in obtaining substitute Services or Deliverables from a third party; and
 - (f) to claim damages for any additional costs, loss or expenses incurred by Scholastic arising from the Supplier's failure to comply with clause 5.3(d).
- 6.4** These Conditions shall extend to any substituted or remedial services or repaired or replacement Goods supplied by the Supplier.
- 6.5** Scholastic's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
- 7. SCHOLASTIC'S OBLIGATIONS**
- 7.1** Scholastic shall:
- (a) provide the Supplier with reasonable access at reasonable times to Scholastic's premises for the purpose of delivering the Goods and/or providing the Services; and
 - (b) provide such necessary information for the delivery of the Goods and/or provision of the Services as the Supplier may reasonably request.
- 8. CHARGES AND PAYMENT**
- 8.1** The price for the Goods:
- (a) shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods unless otherwise agreed by the parties in writing. No extra charges shall be effective unless agreed in writing and signed by Scholastic.
- 8.2** The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Scholastic, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3** Unless otherwise specified in the Purchase Order or otherwise agreed between the parties in writing:
- (a) in respect of the Goods, the Supplier shall invoice Scholastic on or at any time after completion of delivery; and
 - (b) in respect of the Services, the Supplier shall invoice Scholastic on completion of the Services,
- and each invoice shall include such supporting information required by Scholastic to verify the accuracy of the invoice, including the relevant Purchase Order number.
- 8.4** In consideration of the supply of Goods and/or Services by the Supplier, Scholastic shall, unless otherwise specified in the Purchase Order, pay the invoiced amounts no later than ninety (90) days after the end of the month in which a correctly rendered invoice is submitted by the Supplier to a bank account nominated in writing by the Supplier.
- 8.5** All amounts payable by Scholastic under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Scholastic, Scholastic shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.6** If Scholastic fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the

overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.

- 8.7** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Scholastic to inspect such records at all reasonable times on request.
- 8.8** Scholastic may at any time, without notice to the Supplier, set off any liability of the Supplier to Scholastic against any liability of Scholastic to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Scholastic may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Scholastic of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 9. INTELLECTUAL PROPERTY RIGHTS**
- 9.1** All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Supplier Materials) shall be owned by Scholastic.
- 9.2** The Supplier assigns to Scholastic, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Deliverables.
- 9.3** The Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part 1 of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 9.4** The Supplier shall, promptly at Scholastic's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Scholastic may from time to time require for the purpose of securing for Scholastic all right, title and interest in and to the Intellectual Property Rights assigned to Scholastic in accordance with clause 9.2.
- 9.5** The Supplier warrants that the receipt, use and onward supply of the Services and the Deliverables (excluding the Scholastic Materials) by Scholastic shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 9.6** The Supplier grants to Scholastic, or shall procure the direct grant to Scholastic of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Supplier Materials for the purpose of receiving and using the Goods, the Services and the Deliverables.
- 9.7** The Supplier acknowledges that all rights in the Scholastic Materials are and shall remain the exclusive property of Scholastic. Scholastic grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Scholastic Materials for the term of the Contract solely for the purpose of delivering the Goods and/or providing the Services to Scholastic.
- 10. INDEMNITY**
- 10.1** The Supplier shall indemnify Scholastic against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Scholastic arising out of or in connection with:
- (a) any claim made against Scholastic for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Scholastic Materials);
 - (b) any claim made against Scholastic by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables;
 - (c) any claim made against Scholastic by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and / or
 - (d) any claim, action and / or investigation brought against Scholastic by any third party, regulatory and/or governmental authority in relation to any actual or alleged breach of clause 13.2(b)(iv) by the Supplier .
- 10.2** This clause 10 shall survive termination of the Contract.
- 11. INSURANCE & LIABILITY**
- 11.1** During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability

insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Scholastic's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

- 11.2** Nothing in this Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) any other liability which cannot be limited or excluded by applicable law.
- 11.3** Subject to clause 11.2, neither party shall be liable to the other for any loss of profits, loss of sale or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and/or any indirect or consequential losses.
- 11.4** Subject to clauses 11.2 and 11.3, Scholastic's total aggregate liability to the Supplier (whether in contract, tort (including negligence), misrepresentation, restitution or otherwise) arising under or in connection with the Contract shall be limited to the total price paid or payable by Scholastic to the Supplier for the Goods and/or Services in respect of that Contract.

12. CONFIDENTIALITY

- 12.1** Each party undertakes that it shall not at any time during the Contract and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3** Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 13.1** In performing its obligations under the Contract, the Supplier shall:
- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - (b) comply with the Mandatory Policies.
- 13.2** The Supplier shall ensure and warrants that:
- (a) where it is providing Goods that are book products, it complies with all applicable laws, statutes, regulations and codes relating to product liability, safety and consumer protection;
 - (b) all Goods, Deliverables and Services (as applicable) comply with:
 - (i) the EU General Product Safety Directive 2001/95/EC;
 - (ii) current REACH Regulations (Annexe XVII) and any restrictions on the use of banned substances detailed within the latest version of the SVHC Candidate List;
 - (iii) the requirements of the current ASTM International Standard F963; and
 - (iv) the EU Deforestation Regulation 2023/1115 (EUDR).
- 13.3** The Supplier shall assist Scholastic in ensuring compliance with Scholastic's obligations under the EUDR.
- 13.4** The Supplier shall:
- (a) respond promptly to any enquiries made by Scholastic (including responding to surveys and due diligence questions (as applicable));
 - (b) co-operate with any investigation by a governmental and/or regulatory authority;
 - (c) provide reasonable assistance in relation to product risk assessments (including to ascertain the risk of the Goods and / or Deliverables not complying with the EUDR); and
 - (d) provide Scholastic with accurate and up-to-date information, records, data and/or any other relevant documentation,
- as may reasonably be requested by Scholastic to verify the Supplier's compliance with clauses 13.2(a) and 13.2(b) (as applicable).

14. TERMINATION

- 14.1** Without affecting any other right or remedy available to it, Scholastic may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) there is a change of Control of the Supplier; or
 - (b) the Supplier commits a breach of clause 13.1; or
 - (c) for convenience by giving the Supplier one (1) month's written notice.
- 14.2** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

15. CONSEQUENCES OF TERMINATION

- 15.1** On termination of the Contract, the Supplier shall immediately deliver to Scholastic all Deliverables whether or not then complete and return all Scholastic Materials. If the Supplier fails to do so, then Scholastic may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.2** Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for one (1) month, the party not affected may terminate the Contract by giving written notice to the affected party.

17. GENERAL

17.1 Assignment and other dealings.

- (a) Scholastic may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Scholastic.

17.2 Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Scholastic. If Scholastic consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

17.3 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing, contain the Purchase Order number, and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the address specified in the Purchase Order.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;

- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 17.4 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 17.5 Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 17.6 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.7 Entire agreement.** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 17.8 Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.9 Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
- 17.10 Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.